

# Release & Discharge of Liability

In consideration for permission to act as an independent volunteer service provider (hereinafter "volunteer") for the Massachusetts Division of Marine Fisheries (hereinafter "*Marine Fisheries*"), and recognizing that my participation as a volunteer May involve water activities that by their very nature are inherently dangerous, I,

\_\_\_\_\_, intending to be legally bound, hereby, for myself, my heirs, executors and administrators, voluntarily assume all risks of accident, injury or death and release and forever discharge the Commonwealth of Massachusetts, the Massachusetts Division of Marine Fisheries, and their officers, agents, employees, and assigns (hereinafter "the Commonwealth") of and from any and all claims, debts, demands, actions, causes of actions, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, agreements, promises, doings, omissions, damages, executions and liabilities of whatsoever kind and nature, including but not limited to any and all liability for personal injury or property damage of any kind, both at law and in equity, and any that have been or may be claimed before any governmental agency, which have arisen or may arise as a result of or in association with my participation as a volunteer for *Marine Fisheries*.

I hereby further covenant and agree that I shall save the Commonwealth harmless and shall indemnify the Commonwealth from and against all injury or death to any person or loss of or damage to any property while participating as a volunteer for *Marine Fisheries* or arising directly or indirectly out of or in connection with my participation as a volunteer for *Marine Fisheries*, and from and against all injury or death to any person or loss of or damage to any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of the undersigned, its agents, employees, guests, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof, including reasonable attorney's fees.

I have read and fully understood the foregoing and intend to be bound by it. Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

\_\_\_\_\_  
Signature of Parent or Legal Guardian  
if Applicant is a Minor, and by their signature  
they, on my behalf release all claims that both  
they and I have.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(print or type)

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(print or type)